

**FOURTH AMENDMENT TO LEASE AGREEMENT #10755
BETWEEN ALACHUA COUNTY AND
FOR ALACHUA COUNTY FARMERS MARKET, INC. FOR LEASE OF REAL PROPERTY**

11th THIS FOURTH AMENDMENT TO LEASE AGREEMENT, made and entered into this day of September 2021, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Alachua County Farmers Market, Inc., a not-for-profit Corporation doing business at 5920 NW 13th Street, Gainesville, Florida 32653, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the Parties hereto previously entered into the *Lease Agreement between Alachua County Farmers Market for Lease of Real Property* dated December 12, 2017 (the "Lease") with an initial Term ending September 30, 2018; and subsequently the Parties entered into the First Amendment to the Agreement dated August 28, 2018 (the "First Amendment") through which the Lessee exercised its first option to renew the Term of the agreement for an additional one year period ("Option Period 1"); and subsequently the Parties entered into the Second Amendment to the Agreement dated September 10, 2019 (the "Second Amendment") through which the Lessee exercised its second option to renew the Term of the agreement for an additional one year period ("Option Period 2") through September 30, 2020, and subsequently the Parties entered into the Third Amendment to the Agreement dated January 26, 2021 (the "Third Amendment") through which the Lessee exercised its second option to renew the Term of the agreement for an additional one year period ("Option Period 3") through September 30, 2021; and

WHEREAS, the Lessee has elected to exercise its third option to renew the Term of the Agreement for an addition one year period commencing October 1, 2021 and continuing through September 30, 2022 ("Last Option Period") and to add a provision which allows for signing the agreement through electronic means.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to further amend the Agreement as follows:

A. SECTION # 3 of the Agreement, **TERM**, is amended in its entirety to read:

3. **Term.** The Lessee has elected to exercise its third option to renew the Term of the Lease. Accordingly, the Term of the Lease is renewed for the period commencing October 1, 2021 and shall terminate on September 30, 2022 ("Last Option Period"), unless earlier terminated as provided.

B. SECTION #39, **ELECTRONIC SIGNATURES**, is added and reads:

39. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

C. This Fourth Amendment shall take effect at midnight on October 1, 2021.

D. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Lease, as previously amended, shall be and remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Ken Cornell, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

DocuSigned by:
Diana Johnson
9E797AC46776484

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

LESSEE

WITNESSES

By: Diane Peters
Print: Diane Peters
By: Robin E Popp
Print: Robin E Popp

By: Greg Yurish
Print: Greg Yurish
Title: Secretary/Treasurer
Date: 9/11/2021

IF THE LESSEE IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of Alachua County Farmers Market a
Florida (insert name of company)
Florida (insert state of incorporation) Corporation (the "Corporation"), at a duly and properly
held meeting on the 11th day of September, 2021, did hereby consent to, adopt,

ratify, confirm and approve the following recitals and resolutions:

WHEREAS, the Corporation is a duly formed, validly existing corporation in good
standing under the laws of the State of Florida and is authorized to do
business in the State of Florida; and

WHEREAS, the Corporation desires to grant certain persons the authority to execute
and enter into contracts and conduct business on behalf of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that any of the following officers and employees of
the Corporation listed below are hereby authorized and empowered, acting alone, to sign,
execute and deliver any and all contracts and documents on behalf of the Corporation, and to
do and take such other actions, including but not limited to the approval and execution of
contracts, purchase orders, amendments, change orders, invoices, and applications for
payment, as in his or her judgment may be necessary, appropriate or desirable, in connection
with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

county and political subdivision of the State of Florida:

NAME

Robin Popp

Diane Peters

Gregory Yurish

Sita Dial

TITLE

Board Member

Chairman

Secretary/Treasurer

Board Member

BE IT RESOLVED THAT, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 11th day of September, 2021 and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)

Secretary of the Corporation

By: Gregory Yurish

Gregory Yurish

(Print Secretary's Name)